

**AMENDMENT TO THE DEVELOPMENT AGREEMENT UNDER
SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

THIS Amendment to the Development Agreement under Section 43.035, Texas Local Government Code (the “**Amendment**”) is made and entered into as of the _____ day of _____, 2023 (the “**Effective Date**”) and is entered into by and between the **CITY OF MANOR, TEXAS**, a Texas home-rule municipal corporation (the “**City**”) and **GREGG LANE DEV LLC**, a Texas limited liability company (the “**Owner**”). The City and the Owner are collectively sometimes referred to herein as the “**Parties**”.

RECITALS

WHEREAS, the Parties entered into that certain Development Agreement under Section 43.035, Texas Local Government Code, dated August 7, 2017, filed and recorded in the Official Public Records of Travis County as Document/Instrument No. 2017165296 (the “**Original Agreement**”);

WHEREAS, the Original Agreement provides that the Property, as defined in the Original Agreement (the “**Original Tract**”), shall remain the City’s extraterritorial jurisdiction until the occurrence of an event specified in the Original Agreement;

WHEREAS, the owners of the Property requested that an approximately 30.580 acre portion of the Original Tract, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the “**Annexed Tract**”), be annexed into the City, and said Annexed Tract was annexed by the City by Ordinance No. _____; and

WHEREAS, the Parties desire to amend the definition of Property in the Original Agreement to mean the portion of the Property that has not been annexed into the city limits (the “**Remainder Tract**”) and that the Original Agreement remain in effect as to the Remainder Tract.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereto agree as follows:

I. RECITALS

1.01. Recitals Incorporated. The above recitals are incorporated herein and made a part of this Amendment to the same extent as if set forth herein in full.

II. AMENDMENT

2.01. Definition of Property. The term “Property” when used in the Original Agreement, shall mean the Remainder Tract, which is the portion of the Property as originally defined under the Original Agreement, an exhibit of which is attached hereto as Exhibit B, less the Annexed Tract, which is described in Exhibit A.

III. GENERAL PROVISIONS

3.01. Capitalized Terms. Any capitalized term that is used in this First Amendment and is not otherwise defined herein shall have the meaning that is ascribed to it in the Original Agreement.

3.02. Amendment of Original Agreement. The Original Agreement is hereby amended to the extent of any conflict with this Amendment. If any provisions conflict between this Amendment and the Original Agreement, this Amendment shall control.

3.03. Entire Agreement. This Amendment, together with any exhibits attached hereto, and the Original Agreement, as amended by this Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof.

3.04. Covenant Running with the Land. The Original Agreement, as amended by this Amendment, shall continue to constitute a binding covenant on the Property (as defined and detailed in the Original Agreement) and shall run with the Property. A copy of this Amendment shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Amendment is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Amendment.

3.05. Captions. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Amendment.

3.06. Authority. Each party hereto has the full legal authority to execute and deliver this Amendment. In addition, the individual who executes this Amendment on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

3.07. Severability. If any provision of this Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Amendment.

3.08. Anti-Boycott Verification. To the extent this Amendment constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas

Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Amendment. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

3.09. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Amendment constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

3.10. Anti-Boycott Verification – Energy Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

3.11. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely

on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

3.12. Multiple Counterparts. Multiple copies of this Amendment may be executed by the Parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date and year first above written.

[Signature Pages Follow]

OWNER:

GREGG LANE DEV LLC, a Texas
limited liability company

By: Gregg Lane Manager, LLC, a Texas
limited liability company, its Manager

By: SVAG Asset Management LLC, a
Texas limited liability company,
its Manager

By: _____
Name: Sudharshan Vembutty
Title: Manager

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____,
20____, by Sudharshan Vembutty, Manager of SVAG Asset Management LLC, a Texas
limited liability company, Manager of Gregg Lane Manager, LLC, a Texas limited liability
company, Manager of Gregg Lane Dev LLC, a Texas limited liability company, on behalf
of said company.

(SEAL)

Notary Public, State of Texas

THE CITY OF MANOR,
a Texas home-rule municipal corporation

By: _____
Name: Dr. Christopher Harvey
Title: Mayor

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by Dr. Christopher Harvey, Mayor of The City of Manor, a Texas home-rule municipal corporation, and acknowledged that he/she is fully authorized to execute the foregoing document and that he/she executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

City of Manor
Attn: City Secretary
105 E. Eggleston Street
Manor, TX 78653

Exhibit A
Annexed Tract



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

30.580 ACRES
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 30.580 ACRES OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS, BEING A WESTERN PORTION OF THAT CERTAIN CALLED 39.4 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2004009801 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 30.580 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with 'CHAPARRAL' cap set in the north line of a 60.292 acre tract described in Document No. 2013001967 of the Official Public Records of Travis County, Texas, same being the south line of said 39.4 acre tract, from which a 1/2" rebar found for the northernmost northeast corner of the 60.292, same being an angle point in the south line of the 39.4 acre tract, bears South 61°38'05" East a distance of 575.95 feet;

THENCE North 61°37'58" West with the south line of the 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar found at a distance of 648.82 feet, and continuing 20.62 feet, for total distance of 669.44 feet to a calculated point in the approximate centerline of Wilbarger Creek, also being the west line of the 39.4 acres and the being also the east line of an 85.769 acre tract described Document No. 2008118667 of the Official Public Records of Travis County, Texas;

THENCE with the approximate centerline of Wilbarger Creek, being the west line of the 39.4 acre tract and the east line of 85.796 acres described in Document No. 2008118667 of the Official Public Records of Travis County, Texas, the following forty (40) courses:

1. North 00°28'28" East, a distance of 9.07 feet to a to a calculated point;
2. North 05°17'24" West, a distance of 31.85 feet to a to a calculated point;
3. North 01°00'43" West, a distance of 39.99 feet to a to a calculated point;
4. North 13°37'54" West, a distance of 36.17 feet to a to a calculated point;
5. North 03°30'27" West, a distance of 43.17 feet to a to a calculated point;
6. North 10°14'35" West, a distance of 42.68 feet to a to a calculated point;

EXHIBIT A (6 OF 12)

7. North 22°31'57" West, a distance of 57.70 feet to a to a calculated point;
8. North 44°39'48" West, a distance of 45.77 feet to a to a calculated point;
9. North 54°56'29" West, a distance of 58.93 feet to a to a calculated point;
10. North 82°53'28" West, a distance of 51.24 feet to a to a calculated point;
11. South 71°16'10" West, a distance of 39.96 feet to a to a calculated point;
12. South 66°38'21" West, a distance of 51.94 feet to a to a calculated point;
13. North 89°22'53" West, a distance of 39.25 feet to a to a calculated point;
14. North 83°41'50" West, a distance of 51.08 feet to a to a calculated point;
15. North 89°13'01" West, a distance of 53.52 feet to a to a calculated point;
16. North 76°23'07" West, a distance of 54.75 feet to a to a calculated point;
17. North 76°02'03" West, a distance of 65.60 feet to a to a calculated point;
18. North 78°19'56" West, a distance of 54.07 feet to a to a calculated point;
19. South 73°52'38" West, a distance of 52.35 feet to a to a calculated point;
20. North 82°54'47" West, a distance of 58.96 feet to a to a calculated point;
21. North 48°39'03" West, a distance of 54.65 feet to a to a calculated point;
22. North 21°40'43" West, a distance of 61.82 feet to a to a calculated point;
23. North 00°14'42" East, a distance of 52.83 feet to a to a calculated point;
24. North 08°20'31" East, a distance of 53.76 feet to a to a calculated point;
25. North 08°21'04" East, a distance of 38.04 feet to a to a calculated point;
26. North 12°10'56" West, a distance of 48.92 feet to a to a calculated point;
27. North 26°26'40" West, a distance of 51.72 feet to a to a calculated point;
28. North 09°59'30" West, a distance of 51.78 feet to a to a calculated point;
29. North 09°26'58" West, a distance of 65.60 feet to a to a calculated point;

EXHIBIT A (7 OF 12)

- 30. North 23°17'46" East, a distance of 51.71 feet to a to a calculated point;
- 31. North 34°54'31" East, a distance of 42.87 feet to a to a calculated point;
- 32. North 48°43'04" East, a distance of 60.00 feet to a to a calculated point;
- 33. South 79°51'17" East, a distance of 39.39 feet to a to a calculated point;
- 34. South 58°38'03" East, a distance of 48.87 feet to a to a calculated point;
- 35. North 59°05'59" East, a distance of 54.70 feet to a to a calculated point;
- 36. North 00°19'10" East, a distance of 38.05 feet to a to a calculated point;
- 37. North 15°36'04" West, a distance of 56.41 feet to a to a calculated point;
- 38. North 06°24'18" East, a distance of 49.34 feet to a to a calculated point;
- 39. North 34°41'25" East, a distance of 55.35 feet to a to a calculated point;
- 40. North 08°45'25" West, a distance of 12.36 feet to a to a calculated point;

THENCE South 70°46'58" East, a distance of 13.00, to a 1/2" rebar found for an angle point in the west line of the 39.4 acres, same being the east line of the 85.796 acres;

THENCE North 22°06'01" East, a distance of 137.89 feet to a 1/2" rebar with 'CHAPARRAL' cap found for the northwest corner of the 39.4 acre tract, same being an interior corner of the 85.796 acre tract;

THENCE South 62°49'58" East, with the north line of the 39.4 acre tract, same being a south line of the 85.796 acre tract, a distance of 155.36 feet to a 1/2" rebar found for an angle point on the north line of the 39.4 acre tract, also being the southernmost northeast corner of the 85.796 acre tract, also being the southwest corner of a 170 acre tract described in Volume 8293, Page 104 of the Deed Records of Travis County, Texas;

THENCE South 62°31'16" East, continuing with the north line of the 39.4 acre tract, same being the south line of said 170 acre tract, being the south line of a 57.215 acre tract described in Document No. 2002251950 of the Official Public Records of Travis County, Texas; also being the south line of 39.00 acres described in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas; a distance of 1513.14 feet to a 1/2" iron pipe found in the south line of the 39.00 acre tract, for the most northernmost corner of the 39.4 acre tract, same being the northwest corner of a 3.56 acre tract described in Document No. 2009010572 of the Official Public Records of Travis County, Texas;

EXHIBIT A (8 OF 12)

THENCE South 27°51'31" West, with an east line of the 39.4 acre tract, same being the west line of said 3.56 acre tract, also being the west line of a 75.37 acre tract described in Document No. 2008031946 of the Official Public Records of Travis County, Texas, passing a 1/2" iron pipe found for the most westerly southwest corner of said 75.37 acre tract at a distance of 548.40 feet and continuing 321.78 feet, for a total distance of 870.18 feet to the **POINT OF BEGINNING**, containing 30.580 acres of land, more or less.

Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-30.580ac

Paul J. Flugel 1-6-2021
Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPLS Firm No. 10124500



1662-001-30.580 AC

A LAND TITLE SURVEY OF 20,580 ACRES OUT OF THE STUNNER BACON SURVEY No. 42, ABSTRACT 42 IN TRAVIS COUNTY, TEXAS, BEING A WESTERN PORTION OF THAT CERTAIN CALLED 29.4 ACRES TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT No. 2004090801, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

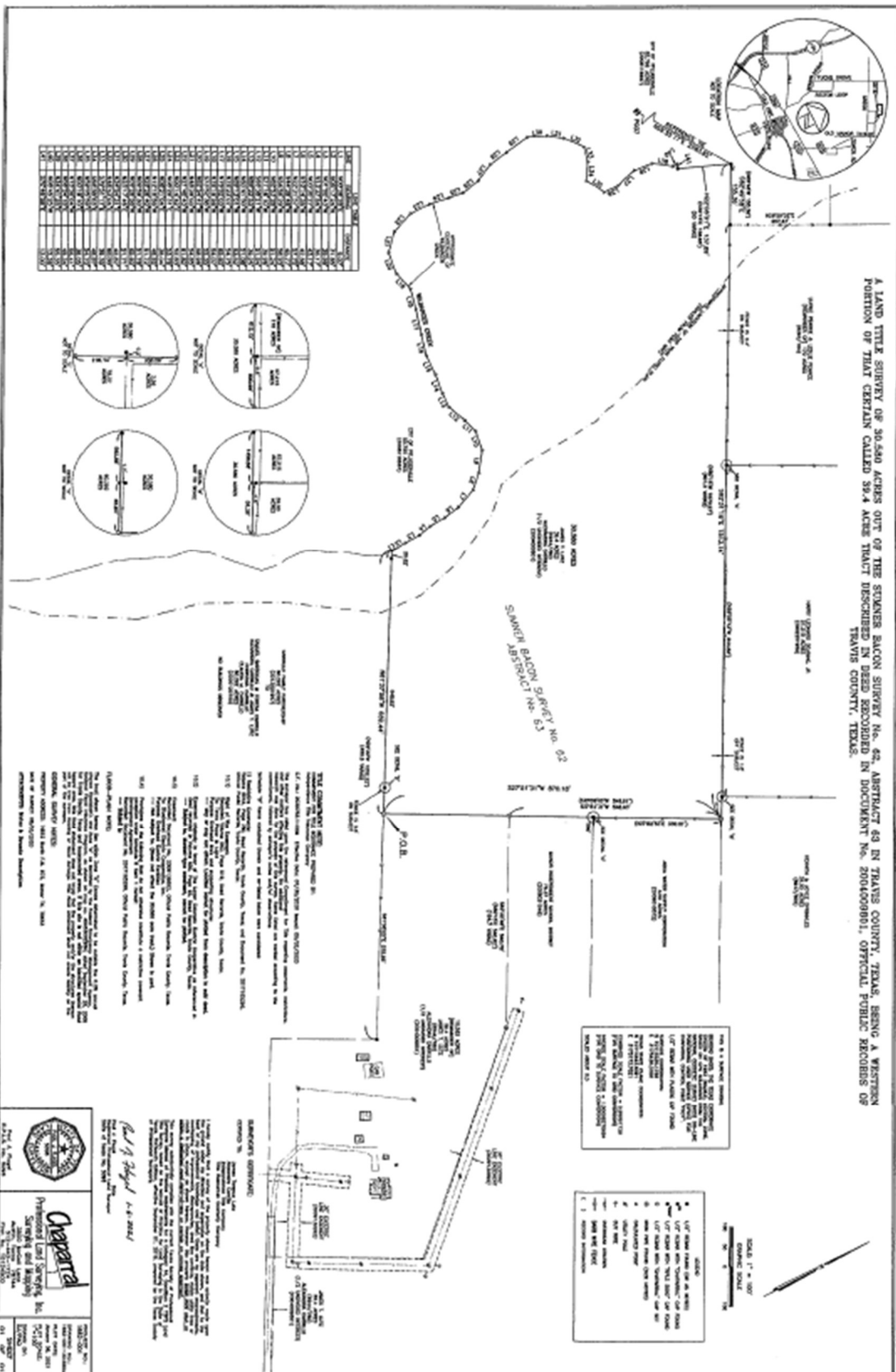


Exhibit B
Remainder Tract

